



REQUEST FOR
PROPOSALS

RFP TITLE: Sunshine Valley Transfer Station Operation and Waste Collection	
RFP NUMBER: 22011	DATE ISSUED: October 28, 2022
CLOSING TIME/DATE:	DATE ISSUED: November 17, 2022 at 12:00pm PST

TABLE OF CONTENTS

Part A - INTRODUCTION.....	1
A.1 RFP Overview	1
Part B - OBJECTIVES.....	1
B.1 Scope of Services.....	1
B.2 Timeline	4
Part C - INSTRUCTIONS AND INFORMATION FOR PROPONENTS	4
C.1 Closing Date and Location.....	4
C.2 Form of Proposal Submissions	4
C.3 Mandatory Requirements	4
C.4 Information Meeting	5
C.5 Enquiries.....	5
Part D - TERMS AND CONDITIONS OF RFP	5
D.1 General	5
D.2 Proposal Validity	6
D.3 Addendum.....	6
D.4 Evaluation and Selection Method	6
D.5 Acceptance and Rejection of Proposals.....	6
D.6 Late Proposals.....	7
D.7 Amendment or Withdrawal of Proposals	7
D.8 FVRD's Rights and Reservations	7
D.9 Cancellation of RFP	7
D.10 Waiver of Non-Compliance.....	7
D.11 Proponent's Costs	7
D.12 Limitation of Liability	8

D.13	Negotiation.....	8
D.14	Errors and Omissions.....	8
D.15	Conflict of Interest.....	8
D.16	Confidentiality.....	8
D.17	No Lobbying.....	8
D.18	Contract Award	9
D.19	Definition of Contract	9
D.20	Form of Contract.....	9
Part E	Schedule A GENERAL CONDITIONS AND SPECIFICATIONS.....	9
Part F	Schedule C FORM OF PROPOSAL	21
Part G	Schedule D PROPONENT'S EXPERIENCE.....	22
Part H	Schedule E SUNSHINE VALLEY TRANSFER STATION MAP	23
Part I	Schedule F Decision Matrix Template.....	23

Part A - INTRODUCTION

A.1 RFP Overview

The Fraser Valley Regional District ("**FVRD**") is seeking proposals from qualified proponents ("**Proponents**") in response to this request for proposals ("**RFP**") for the provision of: residential garbage, recycling, organics and yard waste collection services at the Sunshine Valley Transfer Station as well as operation and maintenance of the site.

The Sunshine Valley Transfer Station is a service provided to the residents of the Sunshine Valley Community in Electoral Area B within the Fraser Valley Regional District. The transfer station is located at 70860 Hwy #3, Hope, BC, as shown on the attached map in Schedule E. The facility is situated between the Hope Slide Viewpoint and the Community of Sunshine Valley on the south side of the highway, adjacent to the Ministry of Transportation and Highways works yard. The site accepts household waste, designated blue bag recyclables and compostable organics. There is also a Free Store on-site, where residents can deposit garage sale-type items that are in good condition, for reuse by other residents. The site also accepts wood waste (tree limbs, branches, brush, prunings, etc.), scrap metal, and reusable furniture, lumber and appliances.

The services will be provided for a period of three years with the option of a two-year extension, as mutually agreed between the parties. The Contract will commence on January 1, 2023.

Proposal documents may be viewed on the FVRD website www.fvrd.ca or BC Bid.

Proposals must be received by 12:00 pm PST on November 17, 2022 ("**Closing**") at the following email address: bdyck@fvrd.ca

Any questions about this RFP may be directed to

Brett Dyck

Engineering and Community Services Technologist

bdyck@fvrd.ca

Part B- OBJECTIVES

B.1 Scope of Services

The Regional District is requesting proposals for the operation of the Sunshine Valley Transfer Station as well as hauling of waste and recycling from the site to the ultimate disposal site.

The scope of work includes the components described below:

Part 1: Sunshine Valley Transfer Station Operation

The Operator of the transfer station will act as the Regional District's representative in the provision of solid waste services to residents. The Operator will be required to:

- Accept household waste, designated blue bag recyclable materials and organic compost from the public.
- Collect and record additional information as may be instructed and required by the Regional District.
- Provide information to the public on recycling and Extended Producer Responsibility (EPR) programs, including verbal information and the distribution of brochures and other materials provided by the Regional District.
- Maintain the physical premises of the site, including but not limited to clearing of brush and grass inside the gate and at the entrance and exit to the site, as well as general upkeep.
- Shovel snow from the top of the bins.
- Plow snow to maintain access to the bin area and Free Store.

Please refer to Schedule B for a complete list of duties.

Other duties may include:

- Liaising with contractors during major site maintenance work at Sunshine Valley Transfer Station.
- Other additional duties relating to the upkeep of the site, upon approval by the Regional District.

Travel expenses will be reimbursed for additional services related to the operation of the transfer station, upon approval of the Regional District.

Part 2: Sunshine Valley Transfer Station Waste and Recycling Hauling

Sunshine Valley Transfer Station consists of eleven (11) "Hyd-A-Way" (Model HL 45) six cubic yard (6 yd³) bins. The Hydraulic Flow requirement for the bins is 8-9 GPM.

Compatible trucks for bin servicing include modified rear-load, M-Class and Hy-Pak models. Methods also exist for front-load trucks. Proponents are encouraged to contact Victor Rollins of Rollins Machinery Ltd. (Agent of the Manufacturer of the "Hyd-A-Way" bins) for additional information regarding the bins. The contact information of Rollins Machinery is provided below:

**Rollins Machinery
Limited 21869 - 56th
Avenue Langley, BC
V2Y 2M9
Tel (604)-533-0048
Toll Free 1-(800)-665-9060**

Fax (604)-533-3820

Sunshine Valley Transfer Station residential garbage collection service shall consist of emptying of seven (7) "Haul-All Hyd-A-Way" bins, designated for residential garbage, at the Sunshine Valley Transfer Station as needed. For reference total tonnage for the 2021-22 year was 110.24 tons.

Sunshine Valley Transfer Station residential recycling collection service shall consist of emptying of four (4) "Haul-All Hyd-A-Way" bins, designated for blue bag recycling, at the Sunshine Valley Transfer Station as needed. For reference total tonnage for the 2021-2022 year was 10.15 tons.

Sunshine Valley Transfer Station residential organic compost collection service shall consist of emptying six (6) 120L compost bins, at the Sunshine Valley Transfer Station as needed. As organic compost collection was implemented in 2022 there is no reference amount.

The Contractor is responsible for operational maintenance of the bins. The bins must be pressure washed (inside and outside) and fully serviced a minimum of twice per year for the duration of the Contract. The organics bins must be pressure washed weekly. The Contractor must notify the Regional District when this will occur. The Contractor is responsible for the cost of repairs of any damage to the bins caused by their operations or their collection vehicles. The Contractor must also notify Regional District staff immediately if any damage to the bins is noticed.

All material collected in the residential garbage bins must be exclusively delivered to the Hope Transfer Station, unless otherwise directed by the FVRD. All material collected in the residential recycling bins must be delivered exclusively to the Emterra Recycling Facility in Chilliwack, unless otherwise directed by the FVRD. All organic compost must be exclusively delivered to the Hope Transfer Station, unless otherwise directed by the FVRD.

Copies of the appropriate weigh bridge (scalehouse) receipts must be provided to the Regional District. The FVRD will pay tipping fees directly.

The Contractor may submit an alternate and innovative proposal as an addition to this program.

The Contractor is responsible for the scrap metals recycling program and may haul recycled metals to a facility of their choosing. The Contractor shall retain all payment received for scrap metals. The Contractor shall indicate in their proposal what if any compensation they expect for operating the scrap metals recycling program.

The Proponent will be required to enter into a formal Contract with the Regional District upon acceptance of their proposal. The terms of the Contract shall include all of the minimum performance standards, contractual requirements and other requirements outlined herein plus the specific terms negotiated pursuant to the pricing and details of the accepted proposal.

B.2 Timeline

The proposed deadlines for key aspects of this RFP are as follows (as may be amended by the FVRD at its discretion):

ITEM	DESCRIPTION	EXPECTED COMPLETION DATE
1	Submission of proposals deadline	November 17, 2022
2	Notice of Award	November 25, 2022
3	New contract to begin	January 1, 2023
4	First actual day of operation under new contract	January 2, 2023

Part C- INSTRUCTIONS AND INFORMATION FOR PROPONENTS

C.1 Closing Date and Location

Proposals must be received by 12:00 pm PST on November 17th, 2022 ("**Closing**") at the following email address: bdyck@fvrd.ca

The time for Closing will be conclusively deemed to be the time shown on the clock used by the FVRD for this purpose.

C.2 Form of Proposal Submissions

Proponents are requested to submit the following copy of their proposal ("**Proposal**"):

- (i) One electronic copy in Adobe PDF format by email.

Proponents are requested to deliver clearly marked with the RFP Number, RFP Title and Proponent's name and address.

C.3 Mandatory Requirements

Proponents must include in their proposals, the following information:

- i. Completed and signed Form of Proposal set out in Schedule B;

- ii. Proponent's Experience - list of completed or current work requiring services comparable to the services sought in this RFP, including a brief description of the work, approximate contract value and references (with phone numbers) for each work that the FVRD may contact as set out in Part G Schedule D;
- iii. Costs - details costs for the Proponents provision of the Services in Canadian Dollars, inclusive of all costs, expenses and charges, but exclusive of GST and Provincial Sales Tax; and
- iv. Sufficient detail to allow the FVRD to determine the Proponent's position from the documents received, such as, details of the Proponent's team, their roles and responsibilities and reporting relationships, understanding of the Project and proposed work plan for carrying out the Services.
- v. The Regional District requires the Contractor to furnish a bond after award to ensure performance under the contract and for the payment of all obligations arising under the Contract, with such security or securities, approved by the Regional District in the amounts shown below.
The Contractor must provide the Regional District with either a Performance Bond or Letter of Credit in the amount of twenty-five percent (25%) of the total contract price for 1 year including GST. The Performance Bond or Letter of Credit will be subject to the approval of the Regional District's Chief Financial Officer. The contractor must acknowledge the requirement to furnish this bond after the award.

C.4 Information Meeting

A Proponent's meeting will not be held.

C.5 Enquiries

All enquiries and notices related to this RFP, including any requests for information and clarification, are to be directed in writing to the contact person ("**Contact Person**") indicated below.

Contact Person: Brett Dyck, Engineering and Community Services Technologist

Address: 1 - 45950 Cheam Avenue
Chilliwack, BC V2P 1N6

Email: bdyck@fvrd.ca

Enquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the FVRD. Clarifications, comments, revisions or any other information regarding this RFP obtained by a Proponent from any source other than from the Contact Person is not authorized and should not be relied upon.

Part D - TERMS AND CONDITIONS OF RFP

D.1 General

The terms and conditions in this Part E will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms and conditions contained herein and included in any addenda issued by the FVRD for this RFP. Proposals that contain provisos which contradict or alter any

of the terms and conditions of this RFP will be disregarded and deemed to have not been written in the Proposal.

D.2 Proposal Validity

Proposals will be open for acceptance by the FVRD for at least 90 days after the date of Closing.

D.3 Addendum

All subsequent information regarding this RFP including changes made to this document will be posted on BC Bid for Proponents to access. It is solely the responsibility of the Proponents to check BC Bid from time to time to ensure that they have all amendments to this RFP in the form of addenda and to ensure that they have obtained, read, and understood the entire RFP including all addenda that may have been issued prior to Closing.

D.4 Evaluation and Selection Method

The evaluation of the RFP will be conducted by a committee formed by the FVRD and may include, at the FVRD's sole discretion, employees, consultants and contractors. Proposals will be evaluated on the basis of the overall best value to the FVRD based on quality, service, past performance, price and any other criteria set out herein including, but not limited to:

- (i) Completeness of Submission: Proposal contains all required sections and is received correctly before 12:00 pm PST on November 17, 2022.
- (ii) Level of Proponent Qualifications: How well the proponent meets the qualifications.
- (iii) Project Descriptions and References: Do the references provided reflect the right type of experience, and when checked, are the contact persons happy with the work performed by the proponent?
- (iv) Names and Contact Information of Sub-Contractors (if any): Do sub-contractors meet the requirements listed in this RFP, and are names and contact information provided?
- (v) Understanding of the Project: Does the proposal reflect that the Proponent adequately understands the work?
- (vi) Proposed Price for All Works: How competitive is the price?
- (vii) List of Equipment: List is included, and reflects the right needs for the project.

D.5 Acceptance and Rejection of Proposals

This RFP shall not be construed as an agreement to purchase goods or services. The FVRD is not obligated to enter into an Agreement (defined herein) with the Proponent who submits the lowest priced Proposal or with any Proponent.

D.6 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete Proposals received and marked by the Closing time will be considered to have been received on time. Late proposals will not be considered or evaluated and may be returned to the Proponent.

D.7 Amendment or Withdrawal of Proposals

Proponents may amend or withdraw their Proposal in writing any time prior to Closing. Upon Closing, all Proposals become irrevocable in accordance with section E.2. The FVRD will be under no obligation to receive further information after Closing, whether written or verbal, from any Proponent.

D.8 FVRD's Rights and Reservations

The FVRD reserves the right to:

- i. reject any or all Proposals;
- ii. reject any Proposal that is incomplete, that contains erasures or corrections, that is not signed by an authorized signatory of the Proponent or that fails to comply with the mandatory requirements of this RFP;
- iii. in the event that only one proposal is submitted, to return the Proposal unopened;
- iv. modify the terms of this RFP at any time in the FVRD's sole discretion;
- v. to require clarification of the information set out by one or more of the Proponents in respect of the Proposals submitted; and
- vi. communicate with, meet with or negotiate with any one or more of the Proponents respecting their Proposals or any aspect of the proposed work.

D.9 Cancellation of RFP

The FVRD may cancel this RFP at any time prior to or after Closing. In the event the FVRD cancels this RFP, the FVRD shall have the right to seek to procure the same services or similar services at any time through any means the FVRD deems appropriate. No Proponent shall acquire any rights or interests in any subsequent procurement process undertaken by the FVRD.

D.10 Waiver of Non-Compliance

The FVRD may waive any non-compliance with the RFP and may elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form requested by this RFP or which have not strictly complied with the process for submission set out herein.

D.11 Proponent's Costs

Each Proponent is solely responsible for its own costs and expenses associated with its participation in this RFP, including but not limited to, conducting investigations, attending briefings, preparing and

delivering its Proposal, communicating with the Contact Person prior to Closing and during Proposal evaluation, and for any subsequent processes or negotiations with the FVRD that may occur.

D.12 Limitation of Liability

By submitting a proposal, each Proponent irrevocably agrees that the FVRD shall not be liable to any Proponent or any person whatsoever, for any claims of any nature (in contract, in tort, or otherwise), for any costs, expenses, compensation, damages, or anything whatsoever, including without limitation, costs and expenses associated with the Proponent's preparation and submission of their Proposal, their participation in this RFP, for loss of revenue, opportunity or anticipated profit, arising in connection with its Proposal, this RFP, any subsequent processes or opportunity, any contract, or any matter whatsoever.

D.13 Negotiation

The FVRD reserves the right to negotiate with the preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the FVRD in its sole discretion.

D.14 Errors and Omissions

While the FVRD has used considerable efforts to ensure information in this RFP and otherwise provided directly in association with this RFP is accurate, the information is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the FVRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from the responsibility for conducting their own investigation and forming their own opinions with respect to the subject matter of this RFP.

D.15 Conflict of Interest

Proponents shall disclose any potential conflict of interest and existing business relationship they may have with the FVRD, its elected or appointed officials or employees.

D.16 Confidentiality

All Proposals become the property of the FVRD and will not be returned to the Proponents, except as expressly provided for herein. All Proposals will be held in confidence by the FVRD unless disclosure is otherwise required by law.

D.17 No Lobbying

Proponents and their agents are not permitted to contact any member of the FVRD Council or staff with respect to this RFP, except as expressly provided for herein. Proponents will not offer

entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee or elected official of the FVRD. The FVRD reserves the right to disqualify any Proponent from participation in this RFP that acts in contravention of this requirement.

D.18 Contract Award

This RFP should not be construed as an agreement to purchase goods or services. By submitting a Proposal, the Proponent agrees that should it be identified as the preferred Proponent, it will enter into negotiations, if required, for the purpose of concluding a Contract.

If a written Contract cannot be negotiated and executed by both parties within 90 days of notification of the successful Proponent, or such longer period as the parties may mutually agree, the FVRD may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent, enter into negotiations with any other Proponent or terminate the RFP process and not enter into a Contract with any of the Proponents.

At its sole discretion, the FVRD may divide any Contract for goods or services between two or more proponents.

D.19 Definition of Contract

Notice in writing to a Proponent that it has been identified as the preferred Proponent and the subsequent full execution of a written contract will constitute a contract for the goods and/or services contemplated by this RFP, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the preferred Proponent and the FVRD have both executed a written Contract.

D.20 Form of Contract

The Contract will comprise a form of written agreement based on the FVRD's standard Agreement for Services form document, as may be amended by mutually agreed supplementary conditions, and incorporate the FVRD's general conditions and specifications, set out in Schedule A.

Part E Schedule A GENERAL CONDITIONS AND SPECIFICATIONS

GENERAL CONDITIONS AND SPECIFICATIONS

All Contractors submitting proposals must be aware of the following Contractual Requirements which will be incorporated into the formal Contract:

1) Indemnity Clause

The Contractor covenants to save harmless and effectually indemnify the Regional District against:

- All actions and proceedings, costs, damages, expenses, claims and demands

whatsoever and by whomsoever brought by reason of the performance of the said Work;

- All expenses and costs which may be incurred by reason of the execution of the said Works resulting in damage to any property owned in whole or in part by the Regional District or which the Regional District by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain, and
- All expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, Workers Compensation assessment, Unemployment Insurance, Federal or Provincial Tax, and for checkoff; and all actions and proceedings, costs, damages, expenses, claims and demands arising from the Contractors trespass or damage to private property or properties not owned by the Regional District.

2) Public Liability, Property Damage and Fire Insurance

Prior to the commencement of any Work hereunder, the Contractor shall obtain and maintain or cause to be obtained and maintained in force during the term of this agreement, with an insurance acceptable to and approved in writing by the Chief Financial Officer of the Regional District, the following insurance with limits not less than those shown in respective items following:

- Comprehensive Public Liability Insurance and Property Damage Insurance providing coverage up to \$5,000,000 inclusive against liability for bodily injury or death and/or damage to property on an all risk occurrence basis;
- Motor Vehicle Insurance for public liability and property damage providing coverage up to \$5,000,000 inclusive on owned, non-owned or hired vehicles, and
- Complete Operations coverage on an all risk occurrence basis up to \$5,000,000 inclusive against liability for bodily injury, death and/or damage to property of others arising out of the existence of any condition in the Work.

In all policies of insurance providing coverage called for by this clause (except motor vehicle insurance), the Regional District shall be named as an additional insured, and all such insurance shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. In all such policies, each subcontractor engaged in the Work shall be named as an additional insured in respect of the performance of the work, and each such policy shall provide that no expiry, cancellation or material change in the policy shall become effective until after thirty days' notice of such cancellation or change shall have been given to the Regional District by registered mail, and the Contractor shall, upon demand of the Regional District, deliver over to the Regional District all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect to so obtain and/or maintain in force any such insurance as aforesaid, or deliver such policy or policies and receipts to the Regional District, then it shall be lawful for the Regional District to obtain and/or maintain such insurance,

and the Contractor hereby appoints the Regional District his/her true and lawful attorney to do all things necessary for this purpose. All monies expended by the Regional District for insurance premiums under the provisions of this article shall be charged to the Contractor.

Notwithstanding the provision of insurance coverage by the Fraser Valley Regional District, the Proponent hereby agrees to indemnify and save harmless the Fraser Valley Regional District, its successors), assign(s) and authorized representatives) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as "claims") that the Fraser Valley Regional District may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the construction manager, servant(s), agent(s) or employee(s) under this agreement, excepting always that this indemnity does not apply to the extent, if any, to which the claims are caused by errors, omissions or the negligent acts of the Fraser Valley Regional District, its other consultant(s), assign(s) and authorized representative(s) or any other person.

3) WorkSafe BC Coverage

The Contractor alone shall at all times be responsible for the safety of his/her employees in the Work and for the safety, adequacy, efficiency and sufficiency of his/her plant, his/her equipment and his/her method of executing the Work of this Contract. The Contractor agrees that he/she shall at his/her own expense procure and carry or cause to be procured and carried and paid for, full WorkSafe BC coverage for himself/herself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this contract. The Contractor agrees that the Regional District has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any monies owing by the Regional District to the Contractor. The Regional District shall have the right to withhold payment under this contract until the WorkSafe BC premiums, assessments or penalties in respect of work done or service performed in fulfilling this contract had been paid in full.

The Contractor agrees that he/she is the Principal Contractor for the purposes of the WorkSafe BC Industrial Health and Safety Regulations for the Province of British Columbia. The Contractor shall have a safety program acceptable to WorkSafe BC and shall ensure that all WorkSafe BC safety rules and regulations are observed during performance of this contract, not only by the Contractor but by all subcontractors, workers, material persons and others engaged in the performance of this contract. The Contractor shall be responsible for coordination of safety and health under the WorkSafe BC Occupational Health and Safety Regulation.

The Contractor shall provide the Regional District with the Contractor's WorkSafe BC registration number and a letter from WorkSafe BC confirming that the Contractor is registered in good standing with WorkSafe BC and that all assessments have been paid to the date thereof prior to the Regional District having any obligation to pay monies under this Contract.

The Contractor shall indemnify the Regional District and hold harmless the Regional District from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafe BC, including penalties levied by WorkSafe BC.

4) Local Government Bylaws

The Contractor shall comply with all applicable regulations and bylaws of the Regional District.

5) Law Applicable

This Contract shall be construed under and according to the laws of the Province of British Columbia, Canada.

6) Permits, Fees, Licenses, Laws, Notices, etc

The Contractor shall apply for and pay for all necessary permits or licenses required for execution of the Contract. The Contractor shall give all necessary notices and pay all fees required by law and comply with all laws, ordinances, bylaws, rules and regulations relating to the Work and the preservation of the public health and safety, and public and private property.

7) Execution and Completion of Contract

The Contractor shall at his/her own expense, unless it is expressly stipulated to the contrary, provide, supply, observe, perform and do everything which in the opinion of the FVRD may be required for the execution and completion of this Contract.

8) Changes in the Work

The Regional District, without invalidating the Contract, may make changes by altering, adding to or deducting from the work. The Contractor shall proceed with the Work as changed, and the Work shall be executed under the provisions of the Contract.

The Contractor shall not make any alteration or variation in, or addition to, or deviation or omission from the terms of this Contract unless he/she shall first have received the written consent of the FVRD, and no claims for additional compensation shall be valid unless the change was so ordered.

9) Failure of the Regional District to Take Action not a Waiver of its Rights

No action or want of action on the part of the Regional District at any time to exercise any rights or remedies conferred upon it under this Contract shall be deemed to be a waiver on the part of the District or any of its said rights.

10) Oral Agreements

No oral instruction, objection, claim or notice by any party to the other shall change or modify any of the terms or obligations contained in any of the Contract

Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by an agreed waiver or modification thereof in writing.

11) Service of Notices

Any notice, order, direction, request or other communication given by the Regional District to the Contractor under this Contract shall be deemed to be well and sufficiently given to the Contractor if the same be left at the office used by the Contractor, or be delivered to any of his/her officers, clerks, or servants, or be mailed in any post office addressed to the Contractor at the address mentioned in this Contract or at the Contractor's last known place of business. No responsibility will be accepted for oral instructions.

12) Extra Work

Extra work means the furnishing of materials and/or equipment and/or doing of work not directly or by implication called for by the Contract. If the Regional District requires extra work, it may do it itself or by the employment of others, or it may direct the Contractor in writing to do the extra work and keep accurate records.

As such, a provisional rate for extra work should be entered in Schedule C. This rate will remain constant for the full 3 years of the contract.

13) Other Work

The Regional District, its servants and agents shall be at liberty to enter upon the site of the Work with its workers and materials to do work not comprised in this Contract, and the Contractor shall afford any such workers all reasonable facilities to the satisfaction of the FVRD.

14) Assignment

This Contract shall not be assigned, nor shall the said Work or any part thereof be subcontracted without the written consent of the FVRD to every such assignment or subcontract.

15) Subcontractors

Proponents may wish to sub-contract some aspects of this work (e.g. snow plowing) to another party. The decision by a Proponent to utilize a sub-contractor arrangement will not be considered as either a penalty or as an added advantage in the evaluation of the RFP by the Regional District. Proponents wishing to utilize Sub-Contractors to support their submissions must ensure that their Sub-Contractor meets all appropriate qualifications outlined in this section.

Sub-Contractors will be accepted by the Regional District, provided that they meet the following provisions:

- All Sub-Contractors must be identified in writing at the time of submission of the Proposals.
- All Sub-Contractors must meet all the Insurance and Work Safe BC coverage

conditions outlined in this RFP document.

- All equipment used by any Sub-Contractor must be insured as specified in this RFP document, or be sufficiently covered by the Operator according to all the requirements.
- All equipment used by any Sub-Contractor must be in good working condition, and all operators must be adequately qualified and/or licensed (if required) to operate the needed equipment.

The Contractor shall be held as fully responsible to the Regional District for the acts and omissions of his/her subcontractors and of persons directly or indirectly employed by him/her, as for the acts and omissions of persons directly employed by him/her. The Contractor agrees to bind every subcontractor by the Conditions, Specifications and Drawings applicable to his/her Work. The Contractor shall provide a list of the subcontractors who will be employed by him/her and no changes or additions to this list shall be made without the written approval of the FVRD.

16) Arbitration

In the case of any dispute between the Regional District and the Contractor during the progress of the Work or afterwards, or after determination of breach of the Contract, as to any matter arising thereunder, either party hereto may, at his/her option give to the other notice of such dispute and demand arbitration thereof; and the parties may, with respect to the particular matters then in dispute, agree to submit the same to arbitration in accordance with the laws of the Province of British Columbia. Provided, however, that if arbitration has not been agreed upon either party may elect to have such dispute determined by a Court of Courts of competent jurisdiction.

17) Dismissal of Contractor

In the event that the Contractor at any time is not complying with the provisions of this Contract to the satisfaction of the Regional District immediately shall become empowered hereby to notify the Contractor to discontinue services and the Contractor thereupon shall discontinue the Work called for by this Contract and the Regional District shall have the right, in its sole discretion, to enter into a Contract with some other person or persons for continuance of the Work; PROVIDED that the monies paid such person or persons for the supplying of such material and Work shall be charged to the Contractor.

18) Payment of Accounts by Contractor

The Contractor shall pay any and all accounts for labour, services and materials used by him/her during the fulfillment of this Contract as and when such accounts become due and payable, and shall furnish the Regional District with proof of payment of such accounts in such form and as often as the Regional District may require. Should payment of such accounts not be made when and as the same become due the Regional District shall be at liberty to pay the same and all monies so paid by the Regional District shall be charged to the Contractor.

19) Monies Charged to the Contractor

Everything charged to the Contractor under the terms of this Contract shall be paid by the Contractor or the Regional District on demand. Payments made by or expenses charged to the Regional District under the terms of this Contract may be deducted by the Regional District from any monies due or to become due to the Contractor. In the event that the amount is greater than that owing to the Contractor, the Regional District may then demand payment of the difference and the Contractor shall forthwith pay such difference or the Regional District may recover the amount owing from the Contractor's surety or sureties.

20) Regional District's Right to Remedy or Execute the Works

Should the Contractor fail to execute the Work to the Satisfaction of the FVRD and fail to remedy the situation or execute any part of parts of the Works as requested, the Regional District shall thereupon become empowered to do the Work itself or to employ such person or persons to remedy or execute the Work provided that the entire expense of the remedy or execution shall be charged to the Contractor; PROVIDED that the remedy or execution shall in no way affect the Contractor's duties and liabilities hereunder nor in any way relieve him/her from the performance and fulfillment of any or all of his/her covenants, undertakings, obligations and duties under this Contract. All such remedy or re-execution of the Work shall be carried out and completed in accordance with the plans, specifications and standards of the Contract Documents and to the satisfaction of the FVRD. The provision of this clause shall remain in full force and effect during the entire term of the Contract.

21) Materials and Workmanship Supplied by Contractor

The whole of the Work shall be done in a substantial and workmanlike manner with materials, articles and workmanship of the best quality and description and as required by and in strict conformity with this Contract. Unless otherwise specified all materials shall be new of in "good as new" condition.

22) Qualifications of Contractor

The successful Proponent will have demonstrated experience working with minimal supervision, in a similar or related capacity. Proponents must be physically fit, trained to operate small equipment (e.g. chainsaw, hand-held brushing equipment, weed whacker), as well as competent to carry out snow plowing activities in small spaces.

The successful Proponent will have all necessary equipment readily available. All equipment used on site must be in good working condition, and any person(s) operating the equipment must be adequately qualified and/or licensed (if required) to operate the needed equipment. If equipment is in disrepair, all repair/rental costs to carry out said duties are that of the Operator.

The Contractor shall not employ any person who, in the opinion of the FVRD, is unfit or not skilled in the Work assigned to him/her. The Contractor shall at all times in connection with the execution of the Work, keep and employ a competent general

superintendent capable of speaking, reading and writing the English language, and any explanations, orders, instructions, directions and requests given by the Regional District to such superintendent shall be held to have been given to the Contractor.

23) Work Stoppages Due to Labour Disputes

In the event that the Contractor experiences a labour dispute with his/her employees, and a work stoppage follows, the Regional District shall not be responsible for paying for any services which are not fully delivered. At the conclusion of the work stoppage, the Contractor shall be responsible for collecting all the backlogged materials.

24) Term of Contract

The term of this Contract shall be for a period of three (3) years commencing the 1st day of January, 2023 and expiring at the end of the working day on December 31, 2026. This contract can be extended for a maximum of two (2) additional years, as mutually agreed between the parties.

25) Inspection of Work

Periodic inspections of the Contractor's Work will be made by the FVRD to verify that the service supplied by the Contractor is adequate in all respects. If deviation from the Contract specifications exists, the Contractor will be notified either verbally or in writing by the FVRD. Upon notification the Contractor must proceed without delay to institute corrective measures. Such periodic inspection shall not relieve the Contractor in any way from making his/her own inspection to ensure that the Work is being performed under the Contract terms.

26) Health and Safety

The successful Proponent will be responsible for supplying the following personal protective equipment (PPE), as a minimum:

- Steel toe boots (CSA green triangle)
- High visibility tear away safety vest
- Eye protection
- Hearing protection
- Full leather work gloves

The successful Proponent will be responsible for ensuring that any Sub-Contractors or replacement workers they hire are equipped with and wear the above PPE appropriately.

The Regional District will require a Safety Plan from the successful Proponent to ensure that all workers are working in compliance with the current Occupational Health and Safety Regulations. The Safety Plan must have the endorsement of the Regional District.

The Regional District will supply and maintain an eyewash station, WorkSafe BC basic first aid kit and 10 lb ABC fire extinguisher at the transfer station.

27) Vehicles and Equipment

The Contractor shall use vehicles and equipment in conformity with the applicable acts of the Province of British Columbia. All vehicles shall be watertight and designed in such a manner as to prevent the discharge of liquid, residential garbage, recycling or yard waste materials while the vehicle is actively collecting materials or is in transit. Any leaks of oil, hydraulic fluid or other automotive fluids from the vehicles and equipment shall be remedied immediately. The Contractor shall immediately clean up the leaked fluids with absorbent material which at least one (1) of the vehicles serving the area shall carry at all times. The cab doors of all vehicles shall be clearly lettered with the Contractor's name and local business telephone (lettering to be not less than two (2) inches in size). All vehicles shall be painted and maintained in a clean and proper operating condition at all times. Equipment or vehicles which are deemed by the FVRD to be in poor repair, unsightly, or dangerous, shall be immediately removed from the road and a satisfactory substitute arranged for by the Contractor at the Contractor's cost. The Contractor shall advise the FVRD in writing of any changes to the originally submitted list of all vehicles and equipment to be used in the execution of the Contract. Any changes to the list of vehicles and equipment shall be of an equivalent or better than those submitted nature and this judgment is solely at the discretion of the FVRD. All vehicles and equipment employed by the Contractor in the execution of the Contract shall be accessible to the FVRD for inspection at all times. It shall be the Contractor's responsibility to determine what type of collection vehicle is most appropriate to provide the most economical collection service. From a safety and environmental perspective the Regional District would prefer collection on a single truck of all materials but does not limit proposals to this requirement.

28) Appearance and Conduct

All personnel engaged in the collection of garbage, recycling and yard waste materials shall conduct themselves in a courteous and polite manner and shall dress and groom themselves in a standard acceptable to the FVRD. The FVRD may order that the Contractor take disciplinary action against any employee directly involved in the customer contact or collection process for one (1) or more of the following offenses, and the Contractor shall comply with such request as promptly as possible: intoxication; the use of foul, profane, vulgar or obscene language; solicitation of gratuities or additional fees from the public for service performed under this Contract; the wanton or malicious damage or destruction of containers and/or residential garbage, recycling or yard waste material receptacles; the malicious scattering or spilling of residential garbage, recycling or yard waste materials; any other willful or reckless action in disregard of safety or sanitary requirements; and any action which may constitute a public nuisance or disorderly conduct.

29) Spilled Garbage, Recycling, Yard Waste or Organics Material

The Contractor shall immediately clean up any garbage, recycling, or yard waste material spilled or scattered in the process of collection. Where, in the opinion of the FVRD, the spilled material constitutes a nuisance or a hazard, it shall be cleaned up and the cost of any such cleanup shall be deducted from monies owing to the Contractor on the next monthly invoice.

30) Staff Training

All staff employed by the Contractor for any duties associated with this Contract including but not limited to: driver/operators and customer service operators shall be adequately trained by the Contractor to be familiar with the materials accepted in each of the four (4) waste streams (residential garbage, recycling, organics and yard waste material) and materials not accepted in each of the four (4) waste streams (residential garbage, recycling, organics and yard waste material).

31) Waste Collection Statistics and Reports

The Contractor shall keep statistics on the aggregate weight of residential garbage, recycling and yard waste material taken to their respective processing areas. Statistics shall be itemized separately for residential garbage, recycling, and yard waste material. The Contractor shall submit, along with his/her monthly invoice, a report containing a summary of the above noted statistics for the entire month of collection. The form of the monthly report shall be subject to the FVRD's approval.

32) Monthly Invoicing

Throughout the term of this Contract, payment for transfer station operation and waste collection as specified in this Contract shall be made on a monthly basis. Additionally, payment for any of the services covered by the provisional rates and required by the FVRD shall also be made on a monthly basis. The Contractor shall submit to the Regional District an invoice for payment, all applicable weigh bridge (scalehouse) receipts for each separate stream of waste material (residential garbage, recycling and yard waste) on or after the last day of the month for which the invoice applies. The Regional District shall make payment net 30 days from the date of invoicing.

33) Changed Destination for Materials

If the FVRD requests that the Contractor take any of the four (4) collected materials (residential garbage, recycling, organics or yard waste) to a destination other than those identified in this Contract the cost difference for this, as measured one way from the appropriate facility, will be credited to the Regional District if closer and invoiced to the Regional District if further away. A cost per kilometer should be included in the RFP package.

Schedule B

TRANSFER STATION OPERATOR DUTIES AND RESPONSIBILITIES

General

The Operator shall:

- Ensure that the site is kept clean, safe and tidy at all times.
- Rake and collect residual litter in and around the reuse area, bin collection area and gate area and dispose of the materials in the household garbage bins.

- Sweep lock block structures in and around the reuse area and wood waste recycle area.
- Ensure the Free Store is swept and kept in a tidy and orderly fashion.
- Separate and place large items into their applicable areas for reuse or recycling and ensure they are kept in their designated areas.
- Work every Saturday and Sunday between the hours of 12:00 PM and 6:00 PM, and every Monday and Friday between 8:00 AM and 2:00 PM for a total of 24 scheduled hours per week. The transfer station will be open statutory holidays if they fall on the days listed above and the Operator will be required to work on those statutory holidays. These hours may be subject to change at the FVRD's discretion.
- Unlock and secure the access gate in the open position at the scheduled opening times and close it and lock it at the scheduled closing times.
- Ensure that signage on the site is visible and kept clean and free of graffiti. Should the signs go missing or are in need of repair, the Regional District Engineering and Community Services Technologist shall be notified immediately.
- Ensure that brushing along the perimeter of the site is performed at least three times per year, or as required to control growth of vegetation. The Regional District shall be notified when this work has been completed.
- Advise users of the transfer station on what can and cannot be recycled or placed in the organics bins and how to prepare their recyclable products/organics for deposits into the bins. The Regional District will provide brochures and other materials to the Operator for distribution to the public.
- Provide information to users of the transfer station on Extended Producer Responsibility (EPR) programs, including verbal information and the distribution of brochures and other materials provided by the Regional District and direct them to the appropriate facilities.
- Ensure that users are placing their household waste, organics and recycling into the appropriate bins.
- Close the bins and ensure that the lids are securely latched at the end of each shift to reduce bear and vector problems at the site.
- Complete small repair jobs, e.g. replacement of latches on doors or windows at no extra cost.
- Ensure no persons engage in scavenging of waste deposited at the transfer site, but may assist users in salvaging from the reuse area and or Free Store.
- Survey all customers to determine whether they are residents or users of the Sunshine Valley or Huckleberry Village areas. Should there be an ongoing problem with an individual, the Operator shall record the licence plate number and provide it to the Regional District Engineering and Community Services Technologist.

In the event that users of the transfer station consistently contravene directions provided by the Operator with respect to operational practices, the Operator shall report such

persons to the Regional District Engineering and Environmental Services Coordinator, but not confront the persons directly.

Snow Plowing

The Operator will as required and requested be responsible for:

- Cleaning snow off the top of the bins and the walkways in front of the bins.
- Plowing snow on the site in a timely manner to ensure that the public is able to safely enter the site and access the Free Store and bins.
- Ensuring that snow is plowed on the site to allow the Collection Contractor's vehicles to access the waste and recycling bins on the scheduled collection day.
- Applying salt and/or sand to make the accessibility and utility of the SVTS safe.
- Providing all needed equipment to plow snow, but may sub-contract these services if desired.

Free Store and Large Items Management

- The Operator may utilize items from the Free Store or Reuse Area for his/her own use if said items remain in the Free Store or Reuse Area for more than five (5) operating days.
- The Operator shall ensure that items left in the Free Store or Reuse Area for more than three weeks are properly disposed of, so that the areas remain clean and readily accessible to residents. Transporting items to EPR facilities or the Hope Transfer Station for disposal will be considered Additional Duties.

Record Keeping

- The Operator shall liaise with the Regional District Engineering and Community Services Technologist on the functioning of the site and providing verbal and written reports as required and requested.
- The Operator will be required to complete a monthly invoice, in the format as established by the Regional District, and submit it to the Regional District Engineering and Engineering and Community Services Technologist at the end of each and every month of the Contract.
- The Operator shall retain detailed copies of all weigh scale tickets for materials (garbage, recycling and organics) disposed at the Hope Transfer Station. These copies should be submitted to the FVRD on a monthly basis.
- The Operator shall retain detailed copies of all weigh scale tickets for scrap metals and other miscellaneous materials hauled from the site. These copies should be submitted to the FVRD on a monthly basis.
- In accordance with the FVRD's Policy on Fuel Consumption Tracking, the Operator will be required to track the following:
 - Vehicles or types of equipment used

- Fuel types used for each vehicle
- The amount of fuel used for each vehicle/type of equipment for site duties, including hauling solid waste and snow removal
- Km traveled in each vehicle/piece of equipment for site duties, including hauling solid waste and snow removal

Travel expenses **will not** be reimbursed for regular travel to and from the site for the purpose of performing regular duties. Further, travel time does not count as hours worked.

Part F Schedule C FORM OF PROPOSAL

Name: _____

Address: _____

Name and title of Representative: _____

Telephone: _____ Email: _____

Form of Business Organization

- Sole Proprietorship
- Partnership Date of Establishment _____
- Corporation Date of Incorporation _____ Business No. _____

We hereby offer to perform the Services required by this RFP for the stipulated price of:

Transfer Station Operation (Annual)	\$ _____
Waste and Recycling Hauling (Annual)	\$ _____
Cost per KM for Change in Destination for Materials	\$ _____
Provisional Hourly Rate for Extra Work	\$ _____
Plus G.S.T.	\$ _____
TOTAL	\$ _____

I/We the undersigned authorized representatives of the Proponent, having received and carefully reviewed the RFP, including without limitation, the General Conditions and Specifications (if any), submit this Proposal in response the RFP.

Dated this ____ day of _____, 202__.

Signature of Authorized Signatory

Signature of Authorized Signatory

Name & Tile/Position:

Name & Title/Position:

Part G Schedule D PROPONENT'S EXPERIENCE

Proponent Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

(incl. telephone)

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

(incl. telephone)

Experience:

Dates: _____

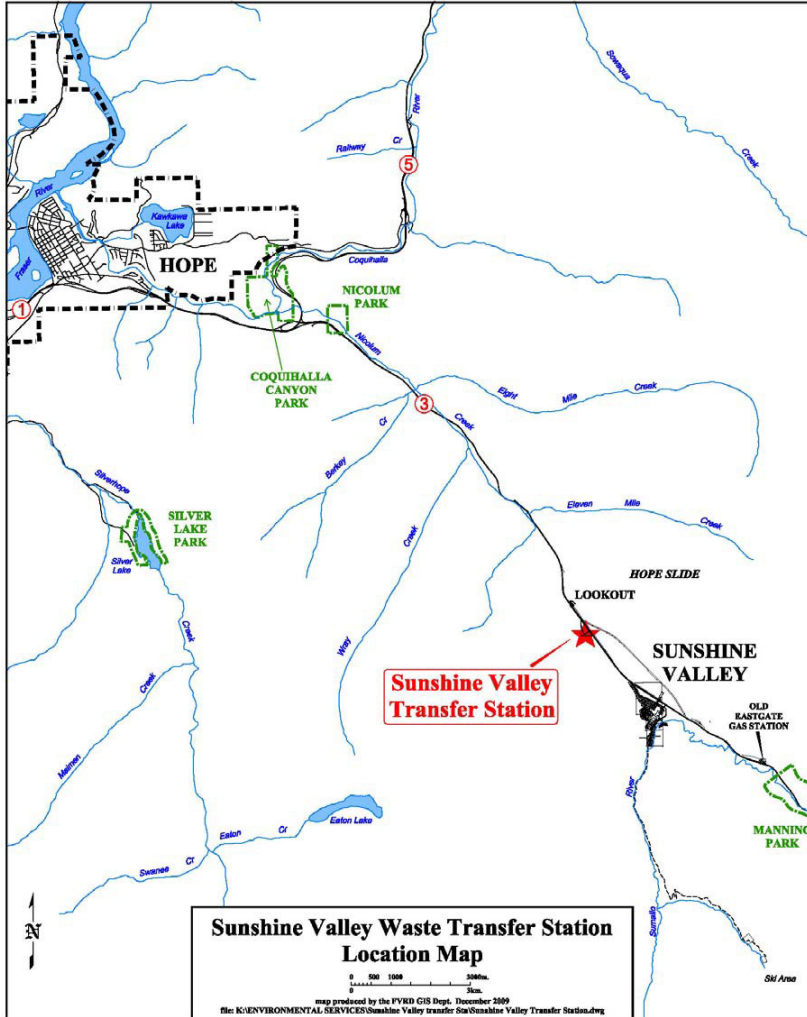
Project Name: _____

Responsibility: _____

References: _____

(incl. telephone)

Part H Schedule E SUNSHINE VALLEY TRANSFER STATION MAP



Part I Schedule F Decision Matrix Template

EVALUATION CRITERIA

Decision Factors				Name	Name	Name	
Mandatory Evaluation Criteria - Pass/Fail Criteria	Maximum Points	Weight	SCORE				Description
Received by closing date and time			P/F				
Inclusion of Mandatory Requirements			P/F				
Pass/Fail (P/F)			P/F				
Evaluation Selection Criteria							
Methodology including equipment	25						
Qualifications and experience of personnel including reference checks	15						
Past experience with FVRD	10						
Total Cost of program	50						
SCORE	100			0	0	0	

Instructions for Unweighted Score: Insert the maximum points allowable for each criteria (for a total of 100 max points) and score each submission against each selection criteria

Instructions for Weighted Score: Insert a score from 0 to 5 for each criteria. The score will be multiplied by the weight to arrive at the total weighted score.

Instructions for Weighted Score: Insert a score from 0 to 5 for each criteria. The score will be multiplied by the weight to arrive at the total weighted score.

	PREFERRED PROPONENT/BIDDER
	Comments regarding preferred submission: